

THE DECORIUM (Tm)

TERMS & CONDITIONS

Self-Catering Functions

1. RESERVATIONS

- i) The Decorium operates a 'Telephone Call Logging System', whereby calls may be recorded or monitored for Training and Quality purposes..
- ii) Following initial discussions, a Provisional Reservation (if requested) can be held on the Calendar for 7 days in the first instance. There is no payment due or payable for a Provisional Reservation. If no further approach is received from the Client regarding the Provisional Reservation, it shall be assumed that the Client does not wish to pursue with the Provisional Reservation, at which point the Provisional Reservation will be removed from the Calendar
- iii) In the event of the Client wishing to proceed from a Provisional Reservation to a Provisional Booking. A Contract will be issued with details of the Provisional Booking, together with the Payment Details , copy of these Terms & Conditions and any other relevant documents The Contract must be signed dated and returned with the required Non-Refundable Deposit (this must be by Bankers Draft only) , in order to confirm the Booking.
- ii) In the event of the Contract not being signed and returned, together with the required Non Refundable Deposit, within the specified period mentioned in the Contract, The Decorium reserves the right to release the Provisional Booking from the Calendar, without notification to the Client.

2. BOOKING CONFIRMATION

- i) A Confirmed Booking will be based on receipt of the signed Contract, together with the required Non-Refundable Deposit (cleared funds).
- ii) Under no circumstances will the Non-Refundable Deposit be returned to the Client once the Booking has been confirmed.

3. PAYMENT METHOD

- i) The Decorium accept the following methods of payment:-
 - a) Cheque or Giro (with the exception of the Non Refundable Deposit, as mentioned in Clause 1 (ii) herein). Bankers Draft made payable to: **Futura Leisure Limited, T/a The Decorium.**
 - b) Telegraphic Transfer or BACS Payment (please refer to the Contract for Bank Details).
- ii) **All payments due to The Decorium by the Client must be received 30 days prior to the date of the Function.** It is not the normal procedure for The Decorium to provide the Client with a receipt of payment, unless the Client request's. In the event of any due payment not being received within the specified time mentioned on the Contract, The Decorium reserves the right to cancel the Booking, whereupon clause 21 herein will apply.
- iii) The Decorium does not accept any form of cash payment from the Client. The only exception to this rule is in the event of any additional items or extra timing being required on the date of the Function, in which case a payment may be made in the form of cash direct to the Duty Manager, whereupon a receipt will be issued on behalf of The Decorium.
- iv) Any payment received from the Client that is dishonoured by their bank, will incur a charge of £30 per occurrence, which will be due and payable by the Client.

4. ROOM HIRE

- i) On receipt of the full payment from the Client to The Decorium as per the Contract (or any Amended Contract or additional items requested after signing of the Contract), the Client is entitled to the use of the Banqueting Suite(s) as specified in the Contract (or Amended Contract), subject to the following conditions:-
 - a) **Emperor Suite** – Included with this Suite is the use of the built-in Stage, the Foyer (refer to "Bar Area Facilities in Foyer Area" Clause 4 (f) herein for details), The Gallery, the Cleopatra Suite, the Anthony Suite and the Kitchen/Preparation Area (refer to clause 6 herein for details).
 - b) **Caesar Suite** – Included with this Suite is the use of the Foyer (refer to "Bar Area and Facilities in Foyer Area "Clause 4(f) herein for details) the Ante Room and the Kitchen/Preparation Area (refer to clause 6 herein for details).
 - c) **Emperor & Caesar Suite (when booked together)** Included with these Suite's is the use of the Foyer (refer to " Bar Area and Facilities in Foyer Area " Clause 4(f) herein for details) , The Gallery , the Ante Room, the Cleopatra Suite, the Anthony Suite and the Kitchen/ Preparation Area (refer to clause 6 herein for details).

- d) **Cleopatra and Anthony Suites** – These Suites are available to the Client and are included in the Room Hire Charges when The Emperor Suite is booked or when the Emperor Suite and Caesar Suite are booked together.
- e) **Foyer, The Gallery and Ante Room** – No Function is permitted to take place in these areas when the Emperor and/or Caesar Suite is in use, as these are the Fire Routes for the Emperor and Caesar Suites. This also excludes the placing of tables, chairs, and service of food Or any other items which may obstruct the fire exits doors/routes.
- f) **Bar Area and Facilities in Foyer Area**
 - i) Included in Room Hire Charges are the use of the bar counter, glasses, freestanding fridges , freezer.
 - ii) Excluded in Room Hire Charges is the use of **the Chillier Room, the Bar Pumps/Beer Lines or the Optics.**
 - iii) For sale of Alcohol refer to Clause 9 (ii) herein for further details.
- g) **Kitchen/Preparation Area** – Refer to Clause 6
- h) **Cloakroom Facilities** – Cloak racks with hangers are located in the Foyer and these are included in the Room Hire Charges. Cloakroom attendants are not provided by The Decorium.
- i) **Ladies & Gents Toilet Facilities** – It is the Client’s responsibility to notify the Duty Manager if any stock needs to be replenished or if any maintenance is required during the Function.

5. ROOM LAYOUT

- i) The Decorium will position the Tables as per the pre- agreed Room Layout (confirmed by the Client on Appendix A) and hand over the Room to the Client/Third party acting on behalf of the Client at the agreed time (as confirmed on Appendix A by the Client), whereby the Client/Third party acting on behalf of the Client will be requested to sign as proof of handover. After the handover of the Room Layout, the Client/ Third party acting on behalf of the Client wish’s to change the Room Layout at any time, The Decorium will accept no responsibility for any subsequent loss or damage arising from such action.
- ii) The Decorium will not permit the Chupa Platform (Jewish wedding canopy), or the chairs and tables supplied by The Decorium to be placed in the Car Park. Tables are not to be placed on the built-in Stage, with the exception of the Top Table and the Mandap (Hindu wedding canopy). Tables and chairs are not to be placed on the Dance Floor.
- iii) **THE CLIENT MUST ENSURE THAT AT NO TIMES THE CAPACITY LEVELS ARE EXCEEDED, AS STATED IN THE CONTRACT AND THE ROOM LAYOUT PLAN.**
- iv) On handover of the Room by The Decorium to the Client the chairs will be stacked by The Decorium beside each table, quantity as per the agreed Room Layout. It is the Client’s responsibility to ensure that the chairs are positioned around the tables.
- v) **It is the responsibility of the Client to employ qualified staff for the following:-**
 - a) Laying the table cloths;
 - b) Placing on the tables all crockery, cutlery, glasses, etc. which may be required for the Function.
 - c) Placing the chairs around the tables.
 - d) To supply , prepare, cook and service of food and beverages
 - e) Manage all aspects of the Function

- vi) The Decorium reserves the right to place on each table a plaque containing the following words:

“Catering Policy: Please note that the catering and beverages served for this function have been organised by your host. The Decorium have no involvement with the preparation, cooking or service of the food. We hope you enjoy the Function.”

6. KITCHEN / PREPARATION AREA

- i) The Kitchen /Preparation Area is included in the Room Hire Charges **for the purposes of heating and serving only.** If the Kitchen is to be used for full cooking purposes, an additional charge is payable (please contact The Decorium office for the current Price List). Cooking is not allowed in any area other then the Kitchen. The Preparation Area is for the purpose of Food Preparation only.
- ii) Management of thesearea’s shall be the responsibility of the Client who must ensure that only qualified staff are employed for all Food Preparation, Cooking & Services. Suitable clothing should be worn by all persons involved in the Preparation, Cooking and Service of food.
- iii) The Kitchen includes, Fire Extinguishers and all other kitchen appliances that are provided for the use of the Client, which must not be moved or removed prior, during or at the end of the Function. It is the Client’s responsibility to ensure that all third parties with access to the Kitchen / Preparation Area, and who are acting on behalf of the Client, are made aware of the kitchen layout including the Fire Exits. On the day of the Function, all appliances in the Kitchen Preparation Area will be handed over to the Client / Nominated Caterer in good working order, and must be left in the same condition by the Client.
- iv) The Item/ Services List indicates other items (crockery, cutlery, etc.) that are provided complimentary for the use of the Client on the day of their Function, and which will be available from the store located in the Kitchen. On the

day of the Function, all listed items on Items/Services List will be handed over to the Client/Nominated Caterer in good clean condition.

- v) The Client must ensure the item/items brought in by the Client or Third party acting on behalf of the Client meet all current Health and Safety requirements.
- vi) In the event of any Kitchen Appliance, Equipment/ items are Faulty or Missing prior or during the Function, it is the responsibility of the Client to notify The Decorum Staff. The Client should request a Check List form and enter all the relevant information and hand to the Decorium Staff.. The Faulty/Missing Item/Equipment must be reported at the time at which it is discovered., whereupon the Duty Manager shall endeavour to ensure that, where possible and within reason, arrangements are made for the appliance to be repaired.
- vii) The Decorium does not provide any of the following:- cooking utensils, electrical food blenders/processors, serving trays/bowls, serving spoons, bread baskets, etc. It is the Client's responsibility to inform their nominated Caterer of this.
- viii) It is the responsibility of the Client to ensure that their nominated Caterer complies with all up-to-date Health & Safety Policies including Food & Safety Legislation.
- ix) The following information/documents pertaining to the Client's nominated Caterer must be provided by the Client to The Decorium 30days prior to the date of the Function.:-

- a) Name, address and telephone number;
- b) Copies of Health & Safety and Hygiene Certificates;
- c) Copies of Employers, Product and Public Liability Insurance Certificates.

7. ITEMS INCLUDED AND EXCLUDED IN ROOM HIRE CHARGES

A) **INCLUDED** The following items are included in the Room Hire Charges:-

- i) Tables and chairs, white paper serviettes, white linen table cloths, plain white crockery, cutlery, ashtrays, glasses, and table numbers, to cater for a maximum of 500 guest but subject to the agreed numbers confirmed in the Contract and subject to the chosen Room Layout. Should the Client require items above this number this can be arranged at an additional cost, refer to The Decoirum office for current price list. The Decorium can not guarantee the extra items will be of the same colour, design or make.
- ii) Platform for Band, max size L16' x W8', but subject the chosen Room Layout.
- iii) Platform for Top Table, up to a maximum of 10 people, size L20' x W8', but subject the chosen Room Layout.
- iv) Dance Floor Max size 32' x 36 ' but subject to the chosen Room Layout.
- v) The Decorium must be notified of any extra Items/Services required by the Client **30 days prior to the date of the Function**, to enable The Decorium to hire or purchase the relevant Items/Services The Decorium cannot be held responsible for Items being unavailable as a result of insufficient notice being given by the Client.
- vi) For further details of the Items/Services included in the Room Hire Charges, please refer to Items/Services List. **There will be an additional charge for any Items/Services requested over and above the agreed numbers in the Contract (please contact The Decorium office for the current Price List).**

B) **EXCLUDED:** The following items are excluded in the Room Hire Charges:-

- i) The contact and these T & C between the Client and The Dceorium is based on a self catering contract. The Decorium will not be responsible for any management of the Client's Function. The building and the items mentioned in the Contract and these T & C will be provided to The Client for their use for their Function. All staff, food, beverages including ice, decoration or anything else not mentioned in theses T & C or in the contract is the Client's responsibility.

8. TIMING

- i) The timings for Functions are classified as follows:-

Classification Code	Handover of Room and Equipment to Client	Setup of Room by Client	Start of Function (First Guest arrives)	End of Function (Last person to leave the Main Entrance Gates)
A1	8 am	8 am – 12 noon	12 noon	8 pm
A2	9 am	9 am – 1 pm	1 pm	9 pm
A3	10 am	10 am – 2 pm	2 pm	10 pm
A4	11 am	11 am – 3 pm	3 pm	11 pm
A5	12 noon	12 noon – 4 pm	4 pm	12 midnight
B1	8 am	8 am – 12 noon	12 noon	12 midnight

- ii) Any variations to the above timings must be requested in writing by the Client and agreed with The Decorium. This will incur an additional charge (please contact The Decorium office for the current Price List).

- i) In the event of any changeover in the daylight saving time (i.e. BST to GMT in Autumn, GMT to BST in Spring) affecting the time of the Start/End of Function, the timing will be based on the actual number of hours for which the Client has hired the facilities. This particularly applies when a variation in the timing causes the Function to extend into the early hours of the morning.

9. ALCOHOL

- i) **Sale of Alcohol by The Decorium** - The Decorium can operate a Full in House Cash Bar, subject to the following conditions:-

- a) 30 days notice required prior to the date of the Function.
- b) No of guest attending the Function.
- c) A supplement may apply whereby in The Decorium's opinion it is not cost effective to operate a Full Cash Bar (refer to The Decorium office if this applies to your Function and the current charges)
- d) All drinks sold (refer to The Decorium office for current Bar Tariff) will be served from the Bar Area located in the Foyer; no orders will be accepted by staff at the tables. When The Decorium is operating a Cash Bar, the Client shall not be allowed to serve or sell alcohol on the premises.
- e) In the event of the Cash Bar being required beyond midnight (2 weeks' notice is required) from the Client, The Decorium will apply for the necessary Extension Licence, and The Decorium will not be held liable if the Licence is not granted.
- f) The Decorium reserves the right to operate or refuse to operate a Cash Bar.

- ii) **Sale of Alcohol by the Client** – The client may operate a Cash Bar, subject to the following:-

- a) The Client shall not be permitted to sell alcohol unless the relevant Corkage charges have been paid to The Decorium and the appropriate licence (which can be obtained from the relevant authorities) has been provided to The Decorium 7 days prior to the date of the Function.
- b) Drinks may be placed by the Client on the tables with no extra charge being levied;
- c) Drinks may not be sold or served from a Drink Station set up in any other area other than from the Bar Counter located in the Foyer.

10. STAFF INCLUDED IN ROOM HIRE CHARGES

- i) **The Duty Manager or Assistant Manager** will be available during the hand over time and during the timing of the Function to assist and deal with any queries in relation to the following:-

- a) The handover of the pre-agreed Items/Services required for the Function as stated on the Items/Services List and any additional Items/services as stated by the Client and agreed by The Decorium on Appendix A.
- b) Should the client require any of the emergency services ie Police, Ambulance or Fire the Duty Manager will telephone them on behalf of the client, or if in the Duty Managers opinion such services are required for the safety of the guests.
- c) Dealing with any problems in relation to the Building, broken/faulty missing Equipment and Furniture.
- d) The Duty Manager will not be responsible for any aspects of the actual management of the Function

In the unlikely event of the Client being unable to locate the Duty Manager, the second point of contact for the Client is the Doorman at the Main Entrance Gates, who shall attempt to locate the Duty Manager for the Client.

- ii) **Dishwasher Operators** will be provided by The Decorium to wash all relevant crockery, cutlery and glassware (provided by The Decorium) **for one sitting only**. There will be an extra charge for any subsequent washing (please contact The Decorium office for the current Price List), with the exception of the B1 Booking when a 16 hour timing has been confirmed. The Dishwasher Machine must not be operated by any persons other than The Decorium staff. It is the responsibility of the Client or their nominated Caterer to clear all crockery, cutlery and glassware of all food and beverages from all areas. At the end of the Function, plates are to be stacked in an orderly fashion on the draining board which is attached to the Dishwasher Machine (as marked on the Kitchen Plan). Glasses are to be emptied and placed upside down in the glass crates provided by The Decorium. Glasses are to be separated accordingly, e.g. Slim Jim, Wine, Champagne Flutes, Tumblers and Beer Glasses.

- iii) **Doorman** will be provided at the times specified as the Start and End of Function (please refer to clause 8 herein for details of the timing schedule). In the event of the Doorman being required outside of these hours, an additional charge will be applied. The Doorman shall assist Visitors and Guests arriving at The Decorium in gaining access to the Car Park. The Doorman will not be responsible for the following:-

- a) Management of the Car Park (car parking will be on a 'first come, first served' basis);
- b) Validation of the Guests' attending.

- c) Checking the capacity levels of Guests arriving into The Decorium;
- d) Reserving required spaces in the Car Park for individuals.

11. AMOUNT HELD ON ACCOUNT

- i) The Client shall be requested to pay an 'Amount Held on Account' on confirmation of the Booking. This amount will be held on account against any of the following:-
 - a) Damage to and/or missing Equipment (fixed or portable), soft furnishing, damage to the Building.
 - b) Any changes to the standard timing schedule of the Function (as specified in clause 8/Contract).
 - c) Failure to clear the Building of all items belonging to the Client, or third party acting on behalf of the Client;
 - d) Any additional staff requirements;
 - e) Non-compliance with any of The Decorium's Terms & Conditions, as laid out in this document and within the Contract.
- ii) An audit will be carried out on the day after the Function, to ensure that all items or property of The Decorium have been left in the state in which they were made available to the Client. If any damage or loss is incurred to any of the items or property, an invoice will be generated to cover the amount required to rectify the damage or loss.
- iii) In the event of the amount due for any of the above exceeds the 'Amount Held on Account', the Client will be invoiced after the Function, whereupon the amount will be due and payable.
- iv) If the Client has fully complied with the Contract and these Terms & Conditions, a full refund of the 'Amount Held on Account' will be reimbursed to the Client 28 days after the date of the Function.
- v) The 'Amount Held on Account' will be returned in the name of the Client whose name appears on the Contract. Should the Client prefer the payment to be made on their behalf to a third party, or to a different address, the Client must notify The Decorium in writing of the details of the new name or address.

12. GOODS DELIVERY

- i) The Decorium accepts no responsibility for any parcels, packages, boxes, containers or items of any description delivered to The Decorium on behalf of the Client.
- ii) Items will not be permitted to be brought in by the Client prior to the time of the handover of the room, as specified in the Contract.

13. MARKETING/ADVERTISING

- i) There may be certain occasions when The Decorium's Logo may be displayed in or on certain parts of the Building, both internally and externally.
- ii) The Decorium's Logo or any materials such as photographs or video recordings taken by the Client, or third party acting on behalf of the Client, must not be used or sold for marketing purposes or for any goods/services.
- iii) The Decorium reserves the right to utilise any photographs or video recording taken of the function by the Client or by The Decorium or by third party acting on behalf of The Decorium for the purpose of marketing and advertising. In the event the Client has an objection to this, The Client must notify The Decorium in writing (sent recorded delivery) 30 days prior to the date of the Function.

14. CIVIL MARRIAGES

- i) The following rooms are licensed for Civil Marriages at The Decorium: - Emperor Suite, Caesar Suite, Ante Room.
- ii) It is not The Decorium's responsibility to liaise with the District Registrar with regards to civil marriages held at The Decorium, and we accept no liability in the event of a wedding ceremony not taking place for whatever reason.
- iii) It is the Client's responsibility to ensure that the necessary enquiries have been made with the Local Registrar Office to ensure that The Decorium holds a valid Licence for the Civil Marriage to take place. The Decorium will not be held responsible for the withdrawal of the Civil Marriage Licence by the Local Registrar Office for any reason whatsoever, whereupon the Client should make alternative arrangements.
- iv) The client should contact the Local Registry Office for all current Rules and Regulations governing Civil Marriages in private venues.
- v) It is the clients responsibility to ensure during their Function they comply with all up to date Rule and Regulations governing Civil Marriages in private venues..

15. **LOST PROPERTY / STORAGE**

- i) Please ensure that all items brought in for the Function by the Client, or third party acting on behalf of the Client, are removed from The Decorium premises immediately after the Function. **No storage is available.** Any items left by the Client, or third party acting on behalf of the Client, will be disposed of on the day after the Function.

16. **INSURANCE**

- i) It is the Client's responsibility to ensure that they, and any third party engaged to carry out duties on their behalf, are covered by the following insurance:- Employers Liability Insurance; Product Liability Insurance; Public Liability Insurance and any other insurance which may be required for the Function.

17. **MIANS SUPPLY**

- i) **Supply of Services** – The Decorium cannot be held responsible or liable for the loss of Mains Supplies, i.e. Gas, Electric and Water, from the various providers who may choose to disconnect these services due to emergency / routine repair works. Contact should be made direct with the suppliers regarding this.
- ii) **Obstruction to access** – The Decorium cannot be held responsible for any works being carried out or obstruction to the access of The Decorium, by any neighbouring properties, Central Government, Local Council or Utilities. It is the Client's responsibility to make the necessary enquiries regarding any works to be carried out by the above-mentioned parties, which may affect the access to The Decorium..
- iii) **General Maintenance and Development** – The Decorium reserves the right to carry out General Maintenance and Development of the Building, whereupon every effort will be made to ensure that the works are programmed not to conflict with the timing of the Function. The car park may be closed due works been carried out. Please enquire at The Decorium office should this be the case during your Function.
- iv) **Repair to Equipment/Building** – In the event of an Emergency, it may be necessary to carry out repairs to Equipment/Building during the Function, but every effort will be made to ensure that the minimum amount of disruption is caused to the Client and their Guests. The Decorium reserves the right to replac/remove new or used equipment without prior notification to the Client.
- v) **Decoration/Refurbishment** – The Decorium reserves the right to alter the colour scheme of soft furnishings, fabrics, walls, ceilings, floorings and fixtures & fittings, without prior notification to the Client.

18. **SOUND AND LIGHTING**

- i) **Included in the Room Hire Charges** – Standard in-house lighting equipment, i.e. chandeliers, fluorescent tubes, picture lights, down lighters, stage floodlights (clear glass).
- ii) **Excluded from the Room Hire Charges** – Specialist sound and lighting equipment, i.e. sound system, microphones, disco lights, coloured stage floodlights, mirror ball. This equipment can be made available by The Decorium when hiring an A/V Technician on behalf of the Client (refer to clause 18 iii).
- iii) If requested by the Client, The Decorium can hire an A/V Technician (please contact The Decorium office for the current Price List), whose role will be limited to the following:-
 - a) Playing background music , randomly (CDs, cassettes);
 - b) Operating the portable microphone;
 - c) Operating the specialist sound and lighting equipment (refer to clause 18 ii).
- iv) DJ / Band or anyone acting on behalf of the Client may not connect into The Decorium's sound and lighting system. There is a 3-phase electrical supply provided on the 'built in Stage' in the Emperor Suite for this purpose. Which is available only if the Emperor Suite is booked.
- v) All noise, in particular music, must be kept to a level which should comply with all Statutory and Local Regulations.

19. **FLAMMABLE ITEMS / FIRE PRECAUTIONS**

- i) The Decorium does not permit the Client to bring into or place/use in the Building or surrounding grounds any helium balloons, confetti, glitter bombs, fireworks or other flammable, combustible, dangerous or objectionable items, substances or liquids.
- ii) The Client, Guests, and any third party acting on behalf of the Client, shall not interfere with, move/remove or reposition any Fire Extinguishers/Fire blankets within The Decorium premises.
- iii) The Client, Guests, and any third party acting on behalf of the Client, shall acquaint themselves with the instructions relating to fire or bomb alerts, which may be provided to them or displayed at the premises, and the location of all Fire doors and Emergency Fire Exits.
- iv) It is the Client's responsibility to ensure that their Guests, or any third party acting on their behalf, keep all Fire doors shut and Emergency Fire Exits free from any obstruction at all times. This includes all Emergency Exits to and from the Car Park. **In the event of the Emergency Fire Exits being obstructed for any reason by the Client, Guests or third party, the Duty Manager may terminate the Function.**

- v) It is the Client's responsibility to ensure that all soft furnishings brought in by the Client for the Function are fire retarded to the following fire ratings:-
 - a) Sofas and chairs: BS 5852 1990, Section 5, ignition sources 01 & 05
 - a) Curtains and backdrops: Type B, BS 5867 H2, cleansed to BS 5651
 - b) Carpets: Low radius of flame speed to BS 4790 or min. 80% wool

20. CONDUCT OF FUNCTIONS

- i) The Decorium has in operation a CCTV camera system operating in and around the building. The recording is for The Decorium's purposes.
- ii) **The Decorium reserves the right to refuse admission to or remove from the premises any person who acts in a disorderly manner towards a member of the staff or property of The Decorium.**
- iii) The Client is responsible at all times for all persons attending the Function. It is therefore required that the Client nominates a person (or persons) to act on behalf of the Client as a steward or controller.
- iv) For all Functions and in particular Public Functions, the Client should employ adequate trained security cover to monitor and control the security aspect of the Function.
- v) The Client shall accept full responsibility until the end of the Function for any personal injury to people and for any damage which may be caused to the premises, furniture or to other property consequent upon the use of The Decorium premises by persons attending such a Function.
- vi) At all times during the Function, an adult should accompany children under the age of 14, for their own safety. Under no circumstances should children be allowed to wander unaccompanied through the Building or surrounding grounds.
- vii) **At no times must the Client/third party acting on behalf of the Client or Guests stand on tables or chairs.**
- viii) At no times must items be attached or hung from the ceilings or walls without prior written consent of The Decorium. The only exception to this rule is with the use of Blue Tack and the Client must remove all traces of this at the end of the Function.
- ix) The Client shall be responsible for any damage caused to The Decorium or the furnishings and equipment therein by the wilful act or default by the Client/third party acting on behalf of the Client or its Guests. The Client shall pay The Decorium on demand the amount required to make good or remedy any such damage.
- x) It is the Client's responsibility to clear up any spillage of fluid, liquid or food. In the event of a spillage occurring, in which case the Client should contact the Duty Manager or Assistant Manager to request a spillage kit (which consists of bucket, mop, rubber gloves, mild detergent, apron and a Caution Sign) and clear up the spillage. The Caution Sign must be displayed by the Client after the spillage has been cleared.
- xi) **The Client must ensure that at no times the capacity levels stated in the Contract Room layout Plan are exceeded.**
- xii) Under no circumstances is the Client or Third Party permitted to sell goods on the premises during the Function.
- xiii) Pets are not permitted within the Building or surrounding grounds, with the exception of a guide dog accompanying a registered visually impaired person.
- xiv) At the end of the Function, it is the Client's responsibility to ensure any items brought in by the Client/ Third party acting on behalf of the Client or guests are removed. This includes food, beverages, decorations and hired equipment brought in by the Client/ third party or guest acting on behalf of the Client.
- xv) At the end of the Function, Table cloths are to be cleared by the Client of all items and left one per table (or two if applicable), folded and placed in the centre of the Table to enable the Duty Manager or Assistant Manager to check if there are any missing or damaged Tablecloths.
- xvi) It is the Client's responsibility to ensure that all electrical portable items brought in by the Client, or third party acting on behalf of the Client, have a valid PAT Cert (Portable Appliance Test Certificate).
- xvii) It is the Client's responsibility to supply a valid CORGI Certificate for all Portable Gas Appliances brought into The Decorium by the Client, or third party acting on behalf of the Client.
- xviii) The Client, or third party acting on behalf of the Client, must ensure that they comply with all up-to-date Health and Safety Policies, which may apply to the Function.
- xix) All vehicles and contents are left in the Car Park in all respects entirely at the owners' risk. The Decorium accepts no responsibility in respect of the loss, theft or any damage however caused, or for any injury to driver's, passengers or any other persons however caused whilst vehicles or bicycles are stationary, entering or leaving the Car Park.

21. CANCELLATION POLICY

- i) **Cancellation, Transfer, Assign or Postponement by the Client:**

- a) The Function is personal to the Client who shall not Transfer, Assign or otherwise dispose of the benefit of the Function in whole or in part to any third party.

In the event the Client wishes to Cancel, or postpone the Function, this must be notified to The Decorium in writing (via recorded delivery) by the Client. The date of receipt of the notification will be the date used for determining the following cancellation penalty to be applied as clause 21 (ii) (a, b, c) herein.

ii) Cancellation Penalty:

- a) Under no circumstances will the Non-Refundable Deposit be returned to the Client once the Function has been confirmed.
- b) If Cancellation, or Postponement occurs within **9 months** prior to the date of the Function, **50%** of the applicable Room Hire Charges, plus any extra items requested after signing of the Contract, will be due and payable by the Client;
- c) If Cancellation, or Postponement occurs within **6 months** prior to the date of the Function, **95%** of the applicable Room Hire Charges, plus any extra items requested after signing of the Contract, will be due and payable by the Client.

iii) Cancellation/ Transfer by The Decorium:

The Decorium reserves the right to Cancel or Terminate the Function under the following circumstances:-

- b) In the event of non-compliance by the Client with any of the Conditions laid down herein, and the Rules & Regulations made by The Decorium for the good of the premises and staff.
- c) In the event of fire, flood, strike, or any other occurrences over which The Decorium has no control.
- d) In the event of a potential threat of violence or verbal/written abuse.
- e) In the event of The Decorium believing that the nature of the Function is such that it would cause breach of peace.

The Decorium will not be liable for any loss or damage as a result of such action.

22. VAT

- i) VAT is not charged on Room Hire Charges. However, VAT may apply to other items required for the Function and will be charged at the Standard Current Rate published by the Government. Please contact The Decorium office if you require further information.

23. END OF FUNCTION PROCEDURE

- i) At the end of the Function, the Duty Manager or Assistant Manager shall request the Client to sign an 'End of Function Form' which will determine any charges to be levied from the 'Amount held on Account' (refer to clause 11 herein for details). The timing will be based on the last person either attending as a guest or acting on behalf of the Client to leave the premises.
- ii) It is the Client's responsibility to sign the 'End of Function Form'. In the event of this form not being signed, it will be assumed the Client has accepted the Duty Manager's or Assistant Manager's discretion for any charges to be levied as per clause 11 herein.
- iii) In the event of the Client being unable to sign the 'End of Function Form', a third party may sign the form on behalf of the Client, in which case it will be assumed that the Client has authorised such person to sign the form and the Client shall accept any charges to be levied as per clause 11 herein.

24. COMPLAINT PROCEDURE

- i) In the event of a Complaint, this must be made in writing within 21 days from the date of the Function, and sent 'recorded delivery' to The Decorium Customer Care Department, PO Box 38712, Leyton, London, E10 7WZ

These Terms & Conditions may be subject to change. The Decorium reserves the right to make any amendments to these Terms & Conditions.

Futura Leisure Ltd T/a The Decorium TM 3rd July 07 Version 2

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